

1 KING, HOLMES, PATERNO & SORIANO, LLP  
2 HOWARD E. KING, ESQ., STATE BAR NO. 77012  
3 SETH MILLER, ESQ., STATE BAR NO. 175130  
4 SMILLER@KHPSLAW.COM  
5 1900 AVENUE OF THE STARS, 25<sup>TH</sup> FLOOR  
6 LOS ANGELES, CALIFORNIA 90067-4506  
7 TELEPHONE: (310) 282-8989  
8 FACSIMILE: (310) 282-8903

9 Attorneys for Plaintiffs YOUNG MONEY  
10 ENTERTAINMENT, LLC and DWAYNE  
11 MICHAEL CARTER, JR.

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

14 YOUNG MONEY  
15 ENTERTAINMENT, LLC and  
16 DWAYNE MICHAEL CARTER, JR.

17 Plaintiffs,

18 vs.

19 UNIVERSAL MUSIC GROUP, INC.,  
20 and SOUNDEXCHANGE, INC.,

21 Defendants.

CASE NO.

**COMPLAINT FOR:**

- (1) DECLARATORY RELIEF;**  
**(2) INDUCEMENT TO BREACH CONTRACT;**  
**(3) AIDING AND ABETTING BREACH OF FIDUCIARY DUTY;**  
**(4) TORTIOUS INTERFERENCE WITH ECONOMIC ADVANTAGE**

**DEMAND FOR JURY TRIAL**

22 Plaintiffs, YOUNG MONEY ENTERTAINMENT, LLC, ("Young Money  
23 LLC"), and DWAYNE MICHAEL CARTER, Jr. ("Carter" or "Lil Wayne") (Young  
24 Money LLC and Carter sometimes collectively referred to as "Plaintiffs"), for their  
25 complaint against the Defendants, UNIVERSAL MUSIC GROUP, INC.  
26 ("Universal") and SOUNDEXCHANGE, INC. ("SoundExchange") allege as  
27 follows:

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## **INTRODUCTION**

1  
2 1. Ignoring written assurances of ownership of and profits from some of  
3 the most successful recordings of the last decade, Universal has diverted tens of  
4 millions of dollars of profits owing to Lil Wayne to repay itself some of the more  
5 than One Hundred Million Dollars (\$100,000,000) it advanced to Cash Money  
6 Records, Inc. ("Cash Money").

7 2. Lil Wayne helped discover, develop, nurture and deliver to a joint  
8 venture he formed with Cash Money prolific and successful recording artists Drake,  
9 Nicki Minaj and Tyga. For these services, Lil Wayne was to be rewarded by  
10 retaining a significant percentage of ownership of the recordings created by these  
11 talented artists along with the profits earned. With Universal's knowledge of Lil  
12 Wayne's rights to partial ownership and profits from those artists, Universal and  
13 Cash Money entered into a series of agreements which, among other things, diverted  
14 Lil Wayne's substantial profits to repay debts of Cash Money. As a result, 100% of  
15 the profits that should have been paid to Lil Wayne as a result of his ownership of  
16 Drake, Nicki Minaj and Tyga records have been seized by Universal to repay debts  
17 that were neither incurred by nor were the obligations of Lil Wayne.

## **THE PARTIES**

18  
19 3. Plaintiff Carter is an internationally acclaimed, Grammy Award  
20 winning songwriter, rap artist, producer and entrepreneur. Carter has demonstrated  
21 for many years a remarkable talent for discovering and developing new recording  
22 artists. Plaintiff Carter is a citizen and resident of the State of Florida.

23 4. Plaintiff Young Money LLC is a limited liability company organized  
24 under the laws of the State of Delaware with a principal place of business in Miami,  
25 Florida.

26 5. Young Money LLC is the owner of the right to furnish to third parties  
27 the professional services of Carter, and also owns and controls an ownership interest  
28 in a record label joint venture of Carter with Cash Money (the joint venture is

1 hereafter described as “Young Money Label”), and an ownership of certain records  
 2 delivered by Carter to Cash Money for distribution, all more particularly described  
 3 below.

4 6. Carter is the sole member of Young Money LLC. By reason of  
 5 Carter’s Florida citizenship, Young Money LLC is a citizen of the State of Florida  
 6 for diversity jurisdiction purposes.

7 7. Upon information and belief, Universal is a Delaware corporation, with  
 8 its principal place of business at 2220 Colorado Avenue, Santa Monica, California  
 9 90404, in this District. Universal is engaged in the business of recorded music,  
 10 music publishing and merchandising. Universal is the largest music recording  
 11 corporation in the world. It maintains offices in over 60 countries, operates over 20  
 12 record labels, and, among other activities, promotes and markets sound recordings  
 13 and merchandise from various artists. The acts and omissions of Universal alleged  
 14 herein, of interfering with Plaintiffs’ rights, were committed by high-level officers  
 15 and employees of Universal acting on behalf of Universal in this District.

16 8. Upon information and belief, SoundExchange is a Delaware  
 17 Corporation with its principal place of business at 733 10th Street NW, 10th Floor,  
 18 Washington, D.C. 20001. The Court has jurisdiction over SoundExchange because  
 19 it has done business in the Central District, and has purposefully availed itself of the  
 20 benefits and protections of the State of California, in this District.

### 21 JURISDICTION AND VENUE

22 9. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331 and  
 23 1338(a) , and alternatively, based upon complete diversity between Plaintiffs and  
 24 Defendants pursuant to 28 U.S.C. § 1332, as well as supplemental jurisdiction under  
 25 28 U.S.C. § 1367. The amount in controversy exceeds Seventy Five Thousand  
 26 Dollars (\$75,000), exclusive of interest and costs, and is between citizens of  
 27 different states. This Court also has federal question jurisdiction in the matter in that  
 28 the Plaintiffs seek a declaration of rights and other remedies under the Copyright

1 Act, 17 U.S.C. § 101 *et seq.*

2 10. Venue is proper in this District under 28 U.S.C. § 1391(b)&(c) and  
3 1400(a) because a substantial part of the events and acts giving rise to the claim  
4 occurred in this District, Universal's principal place of business is in this District,  
5 both Universal and SoundExchange are corporations deemed to reside in this  
6 District by reason of being subject to its personal jurisdiction, and the action arises  
7 under an Act of Congress relating to copyrights.

### 8 **FACTUAL BACKGROUND**

#### 9 **1998 Recording Agreement Between Carter and Cash Money**

10 11. In a written agreement dated November 1, 1998, (the "1998 Recording  
11 Agreement"), Carter agreed to provide exclusive recording services to Cash Money.  
12 Cash Money is in the business of producing and manufacturing sound recordings  
13 containing performances of musical compositions and distributing, licensing, selling  
14 and otherwise exploiting those sound recordings throughout the world in all  
15 manners and media. The 1998 Recording Agreement contained, *inter alia*, various  
16 royalty provisions and option periods to extend the term thereof.

17 12. The 1998 Recording Agreement has been amended, including in a  
18 document dated June 5, 2008 ("2008 Amendment") by which Carter was granted  
19 joint ownership along with Cash Money (*i.e.*, 50 % each ) in the master recordings  
20 of records delivered by Carter to Cash Money during the "fourth and fifth option  
21 periods" under the 1998 Recording Agreement, as amended ("Option Period  
22 Records").

#### 23 **2003 Young Money Label Joint Venture Agreement**

24 13. On or about February 20, 2003, Carter and Cash Money entered into a  
25 written "Memorandum of Agreement" (the "2003 Label Agreement") for the  
26 creation of the Young Money Label joint venture. The joint venture was established  
27 for the mutual purpose of the manufacture, distribution, promotion and exploitation  
28 of recordings containing the performances of new recording artists who Carter had

1 discovered and would be signed to the Young Money Label following approval by  
2 Carter and Cash Money, the sole owners of the joint venture.

3 14. The 2003 Label Agreement provided, *inter alia*,

4 a. The profits of the Young Money Label would be divided 51% -  
5 49% between Cash Money and Carter, and ownership of all the Young Money Label  
6 property, (*e.g.*, master recordings, copyrights, intellectual property, good will)  
7 similarly would be owned 51% - 49% between Cash Money and Carter,  
8 respectively;

9 b. Carter and Cash Money jointly shall be responsible for the  
10 recording process for the records to be created by it and exploited – including being  
11 involved in the specification of all creative and budgetary elements – and that all  
12 creative decisions shall be mutually approved by both Carter and Cash Money;

13 c. The Young Money Label would be “charged with the same net  
14 distribution fee charged to Cash Money for Universal Record’s distribution services  
15 for Cash Money’s own non-joint venture records,” set out in that agreement as a  
16 specified percentage of revenue; and

17 d. The initial agreement was for a three year term.

18 15. Cash Money also agreed in the 2008 Amendment that net profits due to  
19 Carter pursuant to the 2003 Label Agreement could not be cross-collateralized  
20 against any monies that were unrecouped by Cash Money under the 1998 Recording  
21 Agreement.

22 16. The 2003 Label Agreement was amended at various other times, with  
23 the final February 5, 2012 amendment (“2012 Amendment”) extending the term and  
24 expressly providing for that term to end on June 4, 2015. The term has thus ended,  
25 and Cash Money has no right to perpetuate the joint venture.

26 17. The 2012 Amendment also acknowledges that the copyrights in respect  
27 of all master recordings delivered under the 2003 Label Agreement shall be  
28 registered as jointly owned by Cash Money and Young Money.

**The 2009 Drake Letter Agreement**

18. The recording artist Aubrey Drake Graham p/k/a “Drake” (hereinafter “Drake”) became an artist on the Young Money Label in or around 2009. Drake entered into an exclusive recording agreement with Aspire Music Group (“Aspire”). In turn, Aspire and Drake entered into a Memorandum of Agreement as of June 26, 2009 with Cash Money/Young Money LLC in which the parties agreed that Aspire would deliver the services of Drake as an exclusive recording artist to the Young Money Label, and that Aspire would retain one third (33-1/3 %) of the ownership of the master recordings delivered to the Young Money Label.

19. In addition, Cash Money and Young Money LLC executed between them a Letter Agreement also dated as of June 26, 2009 (the “Drake Letter Agreement”), wherein Young Money LLC and Cash Money agreed that Young Money LLC is entitled to one third (1/3) of the ownership of solo recordings of Drake released, and that same percentage of the net profits earned in connection with those records, which would not be cross-collateralized against any advances or other payments otherwise paid or payable to Young Money LLC pursuant to the 2003 Label Agreement, as amended.

20. All records delivered by Drake, Nicki Minaj and Tyga to Universal for distribution are referred to herein as the “YME Records.”

**Carter Interests Assigned To Young Money LLC**

21. Subsequent to the creation of the Young Money Label, Carter’s interests in the Young Money Label, and under the 1998 Recording Agreement as amended, including those held under his earlier “for services of” entity (also named Young Money Entertainment, LLC), were assigned to Plaintiff Young Money LLC. To the extent any of Carter’s interests alleged above have not been conveyed or transferred to Young Money, LLC, then Carter is entitled to those interests.

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**SoundExchange's Role**

22. SoundExchange is an independent nonprofit performance rights organization that collects and distributes digital performance royalties on the behalf of sound recording copyright owners and featured artists for non-interactive digital transmissions, including satellite, Internet radio, and cable television music channels. Such royalties are mandated under the Digital Millennium Copyright Act of 1998 ("DCMA"). Under the DCMA, fifty percent (50%) of such performance royalties are payable to or for the benefit of artists appearing on recordings ("artists' royalties"), and fifty percent (50%) are payable to the owner of the sound recordings, which typically is the record label, hence the common term of "label performance royalties" for the latter payments.

23. SoundExchange is designated by Congress as the sole organization authorized to collect royalties paid by services making available ephemeral phonorecords or digital audio transmissions of sound recordings, or both, under the statutory licenses set forth in 17 U.S.C. §§ 112 and 114. As of January 1, 2003, SoundExchange was designated by the United States Copyright Office to also distribute the collected royalties to copyright owners and performers entitled under and pursuant to 17 U.S.C. § 114(g)(2). SoundExchange operates, in part, pursuant to Copyright Office regulations set forth in 37 C.F.R. Parts 260, 261, 262, 263, 270 and 384.

24. By reason of Young Money LLC's ownership in the records described above, Young Money LLC is entitled to payment of its one third share of label performance royalties on Drake records, 49% on other Young Money Label records and 50% on Option Period Records.

25. Plaintiffs have registered their rights with SoundExchange and entered into contracts with SoundExchange for collection and payment to Plaintiffs of their shares of label performance royalties. Universal is aware of the existence of those registered rights and contracts.



1           **Universal's Distributor Role**

2           26. Upon information and belief, pursuant to an agreement between  
3 Universal and Cash Money, Universal provides distribution services of Cash Money  
4 records for Cash Money (the "Universal Distribution Agreement"), including  
5 records delivered by Carter to Cash Money under the 1998 Recording Agreement,  
6 as amended. Cash Money also provided the Young Money Label-produced records,  
7 including those of Drake, to Universal for distribution.

8           **Universal Has Wrongfully Blocked Payments of Royalties and Profits**  
9           **to Plaintiffs**

10          27. Universal's wrongful actions described here have blocked payment by  
11 SoundExchange to Carter and Young Money LLC of label performance royalties  
12 due Carter and Young Money, LLC. In communications to SoundExchange,  
13 Universal has claimed a right to 100% of the label performance royalties attributed  
14 to the YME Records, despite the ownership split of 51% - 49% between Cash  
15 Money and Carter/Young Money LLC pursuant to the 2003 Label Agreement, and  
16 Plaintiffs' one third ownership share of Drake records owned by Young Money  
17 LLC. Universal has also claimed a right to 100% of Plaintiffs' share of label  
18 performance royalties for Option Period Records.

19          28. Universal makes claim to the share of label performance royalties due  
20 to Young Money LLC and/or Carter, based upon an alleged right of recoupment by  
21 Universal against certain advances previously made by Universal to Cash Money,  
22 pursuant to Universal's distribution arrangement with Cash Money. Universal has  
23 advanced more than One Hundred Million Dollars (\$100,000,000) to Cash Money  
24 of which more than Sixty Million Dollars (\$60,000,000) is still outstanding. Neither  
25 Carter nor Young Money LLC was or is a party to Universal's distribution  
26 agreement with Cash Money, nor are they recipients of any of the One Hundred  
27 Million Dollars (\$100,000,000) advanced by Universal to Cash Money. Indeed,  
28 Universal refuses to provide Plaintiffs with documentation of such agreement.



1 Universal's contention that it is entitled to obtain 100% of profits earned on records  
2 owned by Carter, if it were to be accepted, would render illusory the rights of  
3 Plaintiffs under the foregoing contracts; Universal would be at liberty to keep  
4 funding Cash Money operations, yet deprive Plaintiffs of any revenues, including  
5 label performance royalties, on the massively successful sales of YME Records, and  
6 the Option Period Records, claiming entitlement to apply all those proceeds to repay  
7 Cash Money's massive debt.

8       29. Universal's wrongful actions described herein have also prevented  
9 payment of profits earned on the sale of records owned by Young Money LLC and  
10 the Option Period Records due to Universal's retention of those profits based on the  
11 same alleged right of recoupment by Universal against advances previously made to  
12 Cash Money, pursuant to Universal's distribution arrangement with Cash Money.

13       30. Universal is, and has been at all times mentioned, aware of the terms of  
14 the contracts between Plaintiffs and Cash Money.

15       31. Universal is, and since the inception of the 2003 Label Agreement has  
16 been, aware that Young Money LLC is a copyright owner, along with Cash Money,  
17 of the YME Records. Universal has been aware since 2008 that Carter was given a  
18 joint ownership and corresponding copyright interest in the Option Period Records.

19       32. Universal was aware of the joint copyright ownership of Carter/Young  
20 Money LLC in YME Records and the absence of any right to cross-collateralize  
21 record revenues and royalties due Plaintiffs against advances made by Universal to  
22 Cash Money.

23       33. Plaintiffs never agreed to permit Universal to offset, recoup or  
24 otherwise collateralize either Carter and/or Young Money LLC's share of label  
25 performance royalties collected by SoundExchange and payable to Young Money  
26 LLC and/or Carter by SoundExchange, or profits attributable to Plaintiffs'  
27 ownership interest in the Option Periods Records or the YME Records.

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1           34. Universal has no right, nor claim to any of Plaintiffs' share of label  
2 performance royalties now being held or hereafter earned.

3           35. By letter dated December 4, 2014, Plaintiffs' counsel demanded that  
4 Universal withdraw its claim communicated to SoundExchange to Plaintiffs' share  
5 of label performance royalties. Universal refused to withdraw the claim.

6           36. Plaintiffs' share of label performance royalties is now being held by  
7 SoundExchange based upon Universal's unsupported claims and without the benefit  
8 of any judgment, attachment or lien in favor of Universal. SoundExchange refuses  
9 to pay any of the money due to Plaintiffs as a result of the adverse claims made by  
10 Universal, until the dispute over those funds is resolved.

11           **Cash Money Has Acknowledged It Has No Claim to Withhold Label**  
12           **Performance Royalties**

13           37. Cash Money has acknowledged to Universal and SoundExchange that  
14 it has no right to or interest in the label performance royalties allocable to Plaintiffs.

15           **Universal's False Registration of Copyrights of Young Money Label and**  
16           **Option Period Records**

17           38. Universal submitted applications to the U.S. Copyright Office for  
18 registration of YME Records and Option Period Records delivered by Cash Money  
19 for distribution. Despite Universal's awareness of Plaintiffs' ownership interests in  
20 those records, the applications submitted by Universal to the U.S. Copyright Office  
21 falsely reflect that Cash Money alone is the sole copyright owner of those records.  
22 Upon information and belief, Universal falsely registered the copyrights without  
23 acknowledgment of Plaintiffs' interests, in order to facilitate Universal's efforts to  
24 collect Plaintiffs' share of label performance royalties and to divert Plaintiffs' share  
25 of record profits to repayment of Cash Money's debts.

26           **The New Drake Record Universal Plans to Release**

27           39. Upon information and belief, Cash Money recently delivered to  
28 Universal a new record performed by Drake, created and owned by the Young

1 Money Label, with Plaintiffs entitled to one third ownership.

2 40. Universal has been aware at all times material hereto that :

3 a. The Young Money Label terminated effective June 4, 2015;

4 b. By reason of the 2003 Label Agreement, as well as the end of the  
5 joint venture effective June 4, 2015, Cash Money does not have, and never had,  
6 unilateral authority to make disposition of Young Money Label assets, to deliver the  
7 new Drake record to Universal, to permit Universal to release and distribute that  
8 record, nor to collateralize any of the revenues due Plaintiffs in favor of Universal;

9 c. In light of Plaintiffs' one third interest in the copyright of the  
10 new Drake record, the copyright should be registered by with the U.S. Copyright  
11 office reflecting Plaintiffs' ownership interest; and

12 d. Cash Money owed a fiduciary duty to Plaintiffs with respect to  
13 the relationships herein alleged.

14 **FIRST CLAIM FOR RELIEF**

15 **(Declaratory Judgment, Against Universal And SoundExchange)**

16 41. Plaintiffs repeat, reallege, adopt and incorporate each and every  
17 allegation contained in Paragraphs 1 through 40, inclusive, as though fully set forth  
18 herein.

19 42. SoundExchange refuses to pay any of the money due to Young Money  
20 LLC and Carter individually based on Universal's conflicting demand.

21 43. By reason of the foregoing, an actual, genuine and justiciable  
22 controversy exists between the parties that can only be resolved by declaratory  
23 relief. In accordance with the provisions of 28 U.S.C. §§ 2201 and 2202, and the  
24 terms and provisions of the U.S. Copyright Law, as a result of SoundExchange's  
25 refusal to pay any of the monies due to Plaintiffs from their portion of label share of  
26 performance royalty income based upon the claims made by Universal, it has  
27 become necessary to request that the Court make a declaration as to the rights and  
28 other legal relations of the parties.

1           44. Plaintiffs seek a judgment declaring the parties' respective rights with  
 2 regard to Plaintiffs' share of label performance royalties, including a declaration that  
 3 Universal is not entitled to recoup against Plaintiffs' share of label performance  
 4 royalties, or from any monies due Plaintiffs from Cash Money, any amounts that  
 5 Universal claims to have advanced to Cash Money.

6                                   **SECOND CLAIM FOR RELIEF**

7                                   **(Inducement to Breach Contract, Against Universal)**

8           45. Plaintiffs repeat, reallege, adopt and incorporate each and every  
 9 allegation contained in Paragraphs 1 through 40, inclusive, as though fully set forth  
 10 herein.

11           46. Plaintiffs have registered and entered into contracts with  
 12 SoundExchange to collect their shares of label performance royalties, and have not  
 13 designated any other party other than Carter and/or Young Money LLC to receive  
 14 those royalties.

15           47. Universal has intentionally caused SoundExchange to breach its  
 16 contractual and statutory obligation to pay Carter and/or Young Money LLC their  
 17 share of the label performance royalties on Young Money Label records and the  
 18 Option Period Records, based upon the claims asserted by Universal.

19           48. Universal has intentionally caused Cash Money to breach its contracts  
 20 with Plaintiffs. Universal accepts records from Cash Money on which Plaintiffs are  
 21 to be paid profits by Cash Money, yet Universal knows that while Universal will  
 22 earn millions of dollars of profits on those records, Universal will retain all the  
 23 profits, claiming recoupment rights against those profits for advances to Cash  
 24 Money. Universal knows that Cash Money will not pay Plaintiffs those contracted  
 25 for payments.

26           49. As a result of the foregoing inducement by Universal of breach by  
 27 SoundExchange of its contracts and statutory rights with Carter and Young Money  
 28 LLC, Plaintiffs have suffered damages in the amount of at least Five Million Dollars

1 (\$5,000,000), to date, and will continue to incur still further damages.

2 50. As the result of the foregoing inducement by Universal of breach of the  
3 Cash Money contracts, Plaintiffs have suffered damages to date estimated to exceed  
4 Twenty Million Dollars (\$20,000,000).

5 51. By reason of Universal's conduct, Universal has been unjustly  
6 enriched. Plaintiffs are entitled to disgorgement by Universal of their profits  
7 resulting from their wrongful inducement of breach of the contracts and statutory  
8 rights of Plaintiffs with SoundExchange.

9 52. In engaging in the conduct described above, Universal acted with  
10 oppression, fraud, or malice, and accordingly, Plaintiffs are entitled to recover  
11 punitive damages sufficient to punish and make an example of Universal, in an  
12 amount according to proof.

### 13 **THIRD CLAIM FOR RELIEF**

#### 14 **(For Aiding and Abetting Breach of Fiduciary Duty, Against Universal)**

15 53. Plaintiffs repeat, reallege, adopt and incorporate each and every  
16 allegation contained in Paragraphs 1 through 40.

17 54. By reason of the Young Money Label joint venture relationship, Cash  
18 Money owes a fiduciary duty to Carter, and to Young Money LLC, in respect to the  
19 joint venture. That fiduciary duty includes the obligation of Cash Money to deal  
20 with Carter and Young Money LLC in good faith and with loyalty, to make full  
21 disclosure of joint venture business, to allow Young Money LLC to participate  
22 meaningfully in the decisions of operation of the joint venture, to not act against the  
23 best interest of the joint venture or the rights and interests of Carter in the Young  
24 Money Label, to pay or incur only proper expenses of the joint venture, to not  
25 comingle assets or liabilities of the joint venture with those of Cash Money, and to  
26 account for and remit to Carter and Young Money LLC their share of profits.

27 ///

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1           55. Universal has aided and abetted Cash Money in breach of its fiduciary  
2 duty to Carter and Young Money LLC, including by Universal:

3               a. Registering the copyrights of Young Money Label artist records  
4 solely in the name of Cash Money;

5               b. Funding advances to Cash Money, which Universal knew Cash  
6 Money would not share with Plaintiffs under the 2003 Label Agreement or the  
7 Drake Letter Agreement or apply to Young Money Label operations, and which  
8 advances Universal would then claim it is entitled to recoup against Plaintiffs' share  
9 of label performance royalties payable from SoundExchange and Plaintiffs' share of  
10 profits from the YME Records and the Option Period Records;

11              c. Paying directly to Cash Money's favored vendors and service  
12 providers, at the urging of Cash Money: (i) the operating and other expenses of Cash  
13 Money and its principals, and (ii) the ostensible expenses for Young Money Label  
14 artist records, without consultation with or obtaining the consent of Plaintiffs,  
15 knowing that Universal would claim that any such payments were recoupable  
16 against all compensation due Plaintiffs on YME Records. The effect of this practice  
17 by Universal has been to allow and encourage Cash Money to spend extravagant  
18 amounts of money, not to the mutual benefit of all Young Money Label owners, in  
19 expectation that Cash Money would deliver lucrative and profitable artist records on  
20 the Young Money Label, with Universal intending they would assert they were  
21 entitled to recoup such advances against Plaintiffs' revenue shares;

22              d. Failing to render to Plaintiffs, despite their request, accountings  
23 of funds advanced to Cash Money and other expenses paid by Universal at Cash  
24 Money's instance, allegedly recoupable by Universal against YME Records income;  
25 and

26              e. Failing to involve Plaintiffs in any of the creative and budgetary  
27 decision-making regarding Young Money Label affairs as required under the 2003  
28 Label Agreement.







1 duties to Plaintiffs.

2 64. The conduct by Universal has caused actual disruption of the  
3 relationship with SoundExchange and Plaintiff's rights to label performance  
4 royalties, payments due Plaintiffs under the contracts with Cash Money.

5 65. As a direct and proximate result of Universal's tortious conduct,  
6 Plaintiffs have suffered monetary damages in an amount not presently known, but  
7 estimated to exceed Twenty Million Dollars (\$20,000,000).

8 66. By reason of Universal's wrongful conduct, Universal has been  
9 unjustly enriched, and Universal should be forced to disgorge all profits or benefits  
10 obtained by its conduct.

11 67. In engaging in the conduct described above, Universal acted with  
12 oppression, fraud, or malice, and accordingly, Plaintiff is entitled to recover punitive  
13 damages sufficient to punish and make an example of Universal, in an amount  
14 according to proof.

15 WHEREFORE, Plaintiffs demand judgment against the Defendants in each  
16 cause of action as follows:

17 1. On the First Claim for Relief, in accordance with 28 U.S.C. §§ 2201  
18 and 2202, judgment declaring that:

19 a. Plaintiffs are entitled to their share of label performance royalty  
20 income now being withheld by Defendant SoundExchange, at the insistence of  
21 Universal;

22 b. Universal has no right to the label performance royalties due  
23 Plaintiffs, which Universal has made claim to from SoundExchange;

24 c. Plaintiff is entitled to its rightful joint copyright ownership  
25 interest to be registered with the U.S. Copyright Office;

26 d. Universal has no right to recoup advances it made to Cash  
27 Money from royalties and payments due Plaintiffs under their contracts with Cash  
28 Money or from label performance royalties collected by SoundExchange; and

1 e. SoundExchange is obligated to render accountings to Plaintiffs  
2 of moneys collected on Plaintiffs' copyright interests.

3 2. On the Second Claim for Relief, a monetary judgment against  
4 Universal in an amount to be determined according to proof, but in no event less  
5 than Twenty Million Dollars (\$20,000,000) and/or disgorgement of Universal's  
6 profits, together with punitive damages according to proof.

7 3. On the Third Claim for Relief, for a judgment ordering awarding  
8 disgorgement of the profits reaped by Universal as the result of aiding and abetting  
9 Cash Money in breaching its fiduciary duties to Plaintiffs, and/or money damages in  
10 an amount to be according to proof, but in no event less than Twenty Million  
11 Dollars (\$20,000,000), together with punitive damages according to proof.

12 4. On the Fourth Claim for Relief, for damages, disgorgement of  
13 Universal's profits and benefits, and for punitive damages according to proof.

14 5. The costs and disbursements of this action, including reasonable  
15 attorneys' fees, together with such other and further relief as to this Court seems just  
16 and proper.

17 DATED: March 28, 2016

KING, HOLMES, PATERNO &  
SORIANO, LLP

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20  
21 By: 

HOWARD E. KING

22 Attorneys for Plaintiffs YOUNG MONEY  
23 ENTERTAINMENT, LLC and DWAYNE  
24 MICHAEL CARTER, JR.

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**DEMAND FOR JURY TRIAL**

Plaintiff demands a trial of the within action, including the complaint, and any further pleadings.

DATED: March 28, 2016

KING, HOLMES, PATERNO &  
SORIANO, LLP

By: \_\_\_\_\_



HOWARD E. KING

Attorneys for Plaintiffs YOUNG MONEY  
ENTERTAINMENT, LLC and DWAYNE  
MICHAEL CARTER, JR.